



## INVITATION TO BID

### BID DETAILS

<b>BID NUMBER</b>	:	NPA 21-17/18
<b>ISSUE DATE</b>	:	27 October 2017
<b>CLOSING DATE</b>	:	27 November 2017
<b>CLOSING TIME</b>	:	11h00
<b>DESCRIPTION</b>	:	Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support to the National Prosecuting Authority
<b>CONTRACT DURATION</b>	:	Three (3) years

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

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

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

**ORIGINAL**

☐

**COPY**

☐

**SOFT COPY**

☐

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

Bid No: NPA 21-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years	

## DOCUMENTS CHECK LIST

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

NO	DOCUMENTS SUBMITTED	TICK (✓)
1.	A signed letter from the OEM certifying that the bidder is on the highest grade partner or reseller	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) / Certificate or Sworn Affidavit signed by the Commissioner of Oaths (SAPS)	
3.	Bidders profile	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	The bidders must provide CV's and Certificate(s) of experienced resources (Certified Engineers) that will be utilized for the duration of the contract.	
6.	One (1) original and Two (2) copies and optional CD of the bid document	

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## FULL DETAILS OF BIDDER

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

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

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

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

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

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

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

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

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

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

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

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

**TOTAL BID PRICE INCL VAT** : \_\_\_\_\_

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## CONTENT PAGE

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

### Structure of Proposals

#### Glossary

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

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## GLOSSARY

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY					
BID NUMBER:	NPA 21-17/18	CLOSING DATE:	27 November 2017	CLOSING TIME:	11H00
DESCRIPTION	Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Prosecuting Authority					
VGM Building Weavind Park					
123 Westlake Avenue					
Silverton					
Pretoria					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[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]					

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	National Prosecuting Authority	CONTACT PERSON	Obert Masango
CONTACT PERSON	Thembi Ndleleni	TELEPHONE NUMBER	
FACSIMILE NUMBER	012 843 2054	E-MAIL ADDRESS	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>		

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

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## TERMS AND CONDITIONS FOR BIDDING (PART B)

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 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.</p> <p>2.3 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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



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## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

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

##### 1. Definitions

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

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

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- 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](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 documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 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

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- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

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

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any,

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		specified in SCC, and in any subsequent instructions ordered by the purchaser.
<b>10. Delivery and documents</b>	10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	10.2	Documents to be submitted by the supplier are specified in SCC.
<b>11. Insurance</b>	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services</b>	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
<b>14. Spare parts</b>	14.1	As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods

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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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an office as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorse on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.



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| <b>24. Anti-dumping and countervailing duties and rights</b> | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| <b>25. Force Majeure</b>                                     | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.   |
|  | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.   |
| <b>26. Termination for insolvency</b>                        | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.   |
| <b>27. Settlement of Disputes</b>                            | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.   |
|  | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.   |
|  | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.   |
|  | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.  |
|  | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,<br>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br><br>(b) the purchaser shall pay the supplier any monies due the supplier.  |

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<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
	(a)	the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an
	(b)	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Program (NIPP)</b>	1.1	The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition



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

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Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned.

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### SECTION 3

#### SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
4. The NPA reserves the right:
  - 4.1. not to appoint anyone and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - 4.2. to award a bid to one or more service providers.
  - 4.3. to award the bid as a whole or in part.
  - 4.4. to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO - "Best and Final Offer")
  - 4.5. To amend any bid condition, validity period, or extend the closing date of bids.
  - 4.6. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - 4.7. To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
7. As per National Treasury Instruction, note no. 7 of 2017/2018, bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on Central Supplier Database.
8. Bidders are required to provide tax compliance status PIN to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
9. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation

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10. Any completion of bid documents in pencil, **correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
11. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a B-BBEE Status Level Verification Certificate must be submitted.
12. The bidders must provide experience resources (Certified Engineers) that will be utilized for the duration of the contract.

### 13. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

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

### 14. **INDEMNITY**

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

### 15. **PRECEDENCE**

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

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## 16. TAX COMPLIANCE

- 16.1. No award shall be made to a Bidder whose tax affairs are not in order and the NPA reserves the right to withdraw an award made to a bidder in the event that it is established that such bidder –
- 16.1.1. was in fact not tax compliant at the time of the award;
  - 16.1.2. has submitted a fraudulent Tax Clearance Certificate (“TCC”) to the NPA; or
  - 16.1.3. does not remain tax compliant for the full term of the contract.

## 17. GOVERNING LAW

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

## 18. RESPONSIBILITY FOR COMPANY/ BUSINESS’ PERSONNEL

- 18.1. A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
19. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.
20. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be outsourced with regard to the B-BBEE status level contribution must be clearly indicated.
21. A bidder may not cede, assign or sub-contract any part of the assignment to any person unless with a written consent of the NPA.
22. The NPA will enter into a Service Level Agreement with the successful bidders, effective from the date of bid award, taking all aspects of the contract into account.
23. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
24. The successful service provider(s) will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to immediately cancel this contract in writing.
25. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
26. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
27. The service provider must supply and/or deliver the service as specified.
28. **A signed letter from the OEM certifying that the bidder is the highest grade partner or reseller must be submitted with the proposal. Failure to submit will result in disqualification.**

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## 29. THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING

- 29.1. **Bidder's profile** - Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and/sub-contractors, if applicable description of the role of the lead partner and participating companies of the consortium.
- 29.2. **References and Performance Capabilities** - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and performance capabilities in providing similar service. Such claims must be supported with sufficient references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluating the proposals, the bidders are requested to provide the following:
  - At least two (2) reference letters or more of previous or current clients where similar services are offered indicating the client's satisfaction with the bidder's delivery of the services, and indicating the period of the contract i.e. Start and end Date of the contract as well as completing **Section 14**. (Note that the focus to these letters should address the relevant **work experience** of the bidder not the proposed approach to the requirement).
- 29.3. **Resources (Certified engineers)**: The bidders must provide CV's and Certificate(s) of experienced resources (Certified engineers) that will be utilized for the duration of the contract. If there are any replacements, they must be of the same caliber (experience and qualification) and the NPA should be informed in writing before changing the replacement.
- 29.4. **Proposed methodology, project and implementation plan and timelines**- In this section, the bidder must demonstrate the understanding of the project indicating how its tasks and deliverables will be carried out, namely:
  - Provide a detailed project and implementation plan with timelines, in order to ensure the solution is stable and adequately supported. Indicate how the project will be supported post the implementation phase.
  - Specify any other third party software that is required for your solution to work that has not been included in your solution.
  - Specify how installation and configuration of the solution would be achieved.
  - Quality network security professionals with relevant security certification.

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## SECTION 4

### BID SUBMISSION REQUIREMENTS

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

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

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

#### 2. FRAUD AND CORRUPTION

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

#### 3. CLARIFICATION / QUERIES

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

Bid Enquiries	:	Thembi Ndleleni
E-mail	:	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>
Fax	:	012 843-3013

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.
- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.
- 3.4 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the NPA website ([www.npa.gov.za](http://www.npa.gov.za)).

#### 4. SUBMITTING BIDS

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

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVID PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

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

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



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- 4.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 4.4 All paper copies must be neatly bound. All additions to the bid documents, i.e. appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any documentation that gets lost.
- 4.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.7 Bulky documents: Bidders are requested to arrange prior to submitting the bulky documents .NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 4.1 above. Bidders are encouraged to call 012 845 6037/6077 or to email to tenders@ npa.gov.za to make arrangements
- 4.8 Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

## 5. MARKING ON BID ENVELOPE / PACK

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

- ☐ Attention : The Tender Box
- ☐ : Supply Chain Management
- ☐ Bid number : NPA 21-17/18
- ☐ Closing date and time : 27 November at 11:00 am
- ☐ The name and address of the bidder

- 5.2 Failure to do so may result in the proposal not being identified as a bid document. The NPA will not accept responsibility for any misplaced bids.
- 5.3 Documents submitted on time by bidders shall not be returned.

## 6. LATE BIDS

- 6.1. Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc. Bidders are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of bid.
- 6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

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

### From Pretoria City Centre

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

### N1 from North

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

### N1 from South (coming from Johannesburg)

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

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

## 8. ACCESS TO INFORMATION

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

## 9. REASONS FOR REJECTION

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

Bid No: NPA 21-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years	

## **10. CANCELLATION OF BID PROCESS**

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

Bid No: NPA 21-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years	

## SECTION 5

### EVALUATION AND SELECTION PROCESS

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

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

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

#### PHASE 2: MANDATORY REQUIREMENTS EVALUATION PROCESS

Only bidders that have met the screening process will be qualified for mandatory requirements evaluation process. In this phase, the evaluation will be based on bidder's response in terms of whether they **"comply"**.

##### 1. Special instructions to the bidders

- 1.1 All the technical questions in this section are mandatory
- 1.2 Bidders are required to tick 'comply' for each and every mandatory requirement. No "Partial Comply" will be accepted
- 1.3 Any additional information to support the compliance statements must be properly referenced in the proposal or comments column. The Bid Evaluation Committee will not take responsibility for incorrect referencing.
- 1.4 Should bidders have a reason/s to believe that the technical specifications are not open and/or are written for a particular brand or product; the bidder shall notify NPA Bid section within ten (10) days after the publication of the request.
- 1.5 The bidders shall provide full and accurate responses to all mandatory requirements posed in this proposal.
- 1.6 If bidders do not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/ non-compliance and the bid SHALL be disqualified. No **"blank"** responses in the **"Comply"** column will be accepted. Where applicable, please elaborate on the comments column.

### MANDATORY COMPLIANCE REQUIREMENTS

Bidders must meet the following functional/technical criteria. Bidders who do not meet all the functional/technical criteria will be disqualified from further evaluation:

Feature	Description	Comply (100%)	Comments
Highest grade partner or reseller	A signed letter from the OEM certifying that the bidder is the highest-grade partner or reseller must be submitted with the proposal. Failure to submit will result in disqualification.		
	Simplifies provisioning and enables role-based reporting and real-time		

Bid No: NPA 21-17/18		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years			
Unified Security Center	monitoring. Must include more than sixty pre-defined reports, many easily customizable reports and administrative alerts.		
Web Security and Filtering	Must include more than hundred categories including security, productivity and bandwidth with real-time security updates.		
Video Controls	To protect network resources, provide custom allow/deny filters, enable YouTube educational videos, and provide control over viral, entertainment and surveillance videos.		
URL Filtering	To limit the organization's exposure to liability by managing access to web content for users, groups, and locations. URLs (Universal Resource Locator) are filtered by global reputation against more than 90 categories, 30 super categories, and six classes.		
Easy Addition of Email Security	Web Security Gateway must integrate with all Email Security solutions. They share a single administrative interface, and management services including user directory synchronization, delegated administration, reporting and account management.		
Advanced Application Controls	Network Agent must provide port monitoring and control for hundreds of applications and protocols outside of proxy analysis.		
Gateway threat analysis	It must use real-time, inline security analysis from to defend against advanced malware, blended threats and spam.		
An advanced threat dashboard	It should provide forensic detail on who was attacked, what data was attacked, where the data almost went, and how the attack was executed. Data capture is provided when possible.		
Social media controls	Must manage the use of Facebook, LinkedIn and other social media websites through highly granular rules. For example, you can allow Facebook access but prohibit posting content or playing games; or allow access to LinkedIn, but prevent job searches.		

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Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years			
Integrated Security	Must be able to cross-leverage threat intelligence with full inline real-time content inspection of email and web traffic for better detection of advanced threats and data loss, as well as dynamic classification of web pages to proactively stop suspicious and malicious code.		
Common DLP	Should have a single, common user interface and policy manager for Data Loss Prevention (DLP), eliminating the need to maintain separate sets of policies and dictionaries for email and web.		
Single Policy	It should have one policy manager for email and web security.		
Remote User Connectivity	Authentication Service - to provide transparent, clientless authentication of office and roaming users who connect to Proxy cloud infrastructure from multiple systems.		
Antispam	Email Security – to deliver the highest level of spam detection and prevention, leveraging the most advanced real-time IP Reputation engine and zero-day outbreak protection.		
Boundary Encryption	Email Security – to provide secure delivery of email messages when connecting to a remote Mail Transfer Agent (MTA). IT administrators can easily enforce delivery of emails over an encrypted channel-based on the combination of sender, receiver and content of emails.		
Bandwidth Control	It should be able to allocate bandwidth to prioritize business-critical web applications over recreational usage.		
Warranty	Minimum of three years’ warranty for primary hardware and failover (secondary) hardware.		
Integrated DLP	It should contain single policy scans across web and email traffic. Single console for administration and reporting. Seamless integration with web, email and mobile security policy.		

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Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years			
Inline Antivirus and Antispyware	It must have email security that is constantly up to date with the latest signatures, behavioral detection and dynamic counter measures to protect email users against viruses, spyware, worms and other advanced threats.		
SSL Inspection	It should support full inspection of all SSL traffic, with granular exclusion policy		
Web Access Control	It must be able to ensure outdated versions of browsers and plugins are compliant		
Professional Service Hours (Certified Engineer/s)	240 Hours professional services for a period of three (3) years.		
Technical training	Once-off product specific training and certification for three (3) NPA Employees on the solution provided by the bidder immediately after implementation.		
Enterprise Solution	The required solution should be an enterprise solution and able to handle plus or minus (±) 2200 Users.		

### PHASE 3: FUNCTIONALITY EVALUATION

Only bidders that have qualified on mandatory requirements evaluation process will be evaluated for functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal. Bidders who score a minimum qualifying score of 60% (percent) or more out of 100 on functionality will qualify to the next phase.

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

EVALUATION CRITERIA	WEIGHT
<b>1. Proposed Methodology</b>	
<p>Bidders must provide a detailed project and implementation plan demonstrating the understanding of the project, indicating how its tasks and deliverables will be carried out including timelines to ensure that the solution is stable and adequately supported post the project implementation. The following should be indicated and highlighted on the proposal i.e.</p> <ul style="list-style-type: none"> <li>• Provide a detailed project and implementation plan with timelines, in order to ensure the solution is stable and adequately supported. Indicate how the project will be supported post the implementation phase.</li> <li>• Specify any other third party software that is required for your solution to work that has not been included in your solution.</li> <li>• Specify how installation and configuration of the solution would be achieved.</li> <li>• Quality network security professionals with relevant security certification.</li> </ul>	<b>40</b>

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Prepared By: Supply Chain Management Unit			
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EVALUATION CRITERIA		WEIGHT	
2. Experience and performance capabilities			
Bidders must demonstrate the related experience (Web and Email Security gateway) and performance capabilities by providing documentary proof in the form of at least two (2) or more reference letters (on letter head of referee and signed by the relevant authority) confirming the period of the contract where similar services were/are conducted indicating the start and end date of each contract.			
Less than One (1) year = 0 point		30	
One (1) to less than four (4) years = 3 points			
Four (4) to less than seven (7) years = 4 points			
Seven (7) years and above = 5 points			
Non-submission of reference letter will score Zero (0) Points.			
3. Resources (Certified Engineers)			
Bidders must provide CV's and Certificate(s) of experienced resources (Certified Engineers) that will be utilized for the duration of the contract.			
EXPERIENCE		30	
Two years and less = 1 Point			
Up to three (3) years = 2 Points			
Up to four (4) years = 3 Points			
Up to five (5) years = 4 Points			
Above five (5) years and more = 5 Points			
Functional Total		100	
Threshold		60%	

The percentage for functionality will be calculated as follows:

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

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

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

- The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- The scores for each criterion will be added to obtain the total score.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60% on functionality will be evaluated and scored in terms of Price and B-BBEE status level contribution preference points.
- Bidders not meeting a minimum qualifying score of 60% on functionality will be disqualified.

#### PHASE 4: PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION

Preference points claimed by bidders will be calculated and added to the points scored for price.



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## SECTION 6

### TERMS OF REFERENCE: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE WEB AND EMAIL SECURITY GATEWAY HARDWARE, LICENSE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS

#### 1. PURPOSE OF THE BID

- 1.1 The purpose of this bid is to appoint a service provider to provide Web and Email security Gateway hardware, license and support for a period of three (3) years.

#### 2. SCOPE OF SERVICES

- 2.1. In conducting its business the NPA receives and transmits thousands of emails on a daily basis; these emails are received and transmitted to and from a variety of senders and receivers. Considering the nature of NPA's business, it goes without saying that the NPA is susceptible to malicious attacks through this medium of communication and is thus very important that the NPA's ICT Infrastructure is adequately protected against all forms of threats and attacks during these transactions.
- 2.2. Internet access enables the employees of the organisation to access a variety of information websites and to use that information to do their work more effectively. In the process, users of the internet are also exposed to a variety of risks and threats from the different sources.
- 2.3. The NPA needs to ensure that internet usage is not abused or does not contravene the laws of the country.
- 2.4. Certain restrictions are imposed on the internet services provided by the organisation which will prohibit the users from accessing and viewing inappropriate content, and to discourage employees from spending time browsing non-business related websites or downloading non-business related material e.g. music and movies.
- 2.5 The required solution should be an enterprise solution and able to handle plus or minus ( $\pm$ ) **2200 Users**.
- 2.6 The NPA ICT environment uses Microsoft Software platform. This includes:
  - Microsoft Server 2012 R2
  - Microsoft Exchange
  - Microsoft Active Directory
  - System Centre Suite
  - Mimecast Email continuity
- 2.7 The NPA uses the following network technologies
  - Fortigate firewalls
  - Enterasys Switches
  - Riverbed WAN Optimization
  - SITA VPN Network

#### 3. REQUIREMENTS

##### 3.1 Web and Email Security Gateway devices

- 3.1.1 Provide redundancy appliances in case of hardware failure for the period of three (3) years (be deployable on a primary site and / or secondary site.)
- 3.1.2 Two Dedicated hardware devices each must contain Web and Email Security
- 3.1.3 The solution must have single management console

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- 3.1.4 Daily Gateway threat analysis
- 3.1.5 Be compatible with the latest Microsoft Windows platform
- 3.1.6 Three (3) year on-site warranty

### 3.2 Licenses

- 3.2.1 License of the primary and secondary hardware (appliances) for a period of three (3) years

### 3.3 Professional Services (Certified Engineer/s)

- 3.3.1 240 Hours professional services (including but not limited to health checks, upgrades etc.) for the period of three (3) years

### 3.4 Implementation

- 3.4.1 Once off deployment and Installation

### 3.5 Maintenance and Support

- 3.5.1 Three (3) years maintenance and 24/7 hours available on call support must be provided.

### 3.6 Technical Training

- 3.6.1 Product specific training and certification for three (3) NPA employees on the solution provided by the bidder immediately after implementation.

## 4. WEB AND EMAIL SECURITY GATEWAY SPECIFICATIONS

### 4.1 The table below describes the compulsory features required for Web security.

FEATURE	DESCRIPTION
URL Filtering	Granular policy by user, group, location, time, and quota
Outbound Firewall	Granular rules by locations, IP addresses, ports, and protocols
Global Cloud Platform	Protect HQ, remote offices, laptops, smartphones, and Internet of Things devices; Full AD and LDAP integration from all threats
Real-Time Reporting and Logging	Report on web transaction, anywhere, in seconds
Inline Antivirus and Antispyware	Signature-based anti-malware and full inbound and outbound file inspection
File Type Controls for Uploads and Downloads	True file type control by users, groups, and destinations
APT Protection Standard Behavioral Analysis	Protect against zero-day threats and vulnerabilities in suspicious files
SSL Inspection	Full inspection of all SSL traffic, with granular exclusion policy
Advanced Threat Protection	Page Risk and real-time feeds stop phishing, botnets, XSS, anonymizers, and more
Web Access Control	Ensure outdated versions of browsers and plugins are compliant
Cloud Application Visibility and Control	Discover, monitor, and control access to thousands of web applications
Data Loss Prevention	Inline scanning to identify confidential data leaving the organization
Bandwidth Control	Protect bandwidth for mission-critical web apps by location or time of day
Unified Security Center	Simplifies provisioning and enables role-based reporting and real-time monitoring. Includes more than 60 pre-defined reports, many easily customizable reports and administrative alerts.
Web Security and Filtering	More than hundreds categories including security, productivity and bandwidth with real-time security updates.
Gateway threat analysis	Uses real-time, inline security analysis from to defend against advanced malware, blended threats and spam.

Bid No: NPA 21-17/18		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years			
Video Controls	Protect network resources, provide custom allow/deny filters, enable YouTube educational videos, and provide control over viral, entertainment and surveillance videos.		
Advanced Application Controls	Network Agent provides port monitoring and control for hundreds of applications and protocols outside of proxy analysis.		
An advanced threat dashboard	Provides actionable forensic detail on who was attacked, what data was attacked, where the data almost went, and how the attack was executed. Data capture is provided when possible.		
Social media controls	Manage use of Facebook, LinkedIn and other social media websites through highly granular rules. For example, you can allow Facebook access but prohibit posting content or playing games; or allow access to LinkedIn, but prevent job searches.		
Common DLP	A single, common user interface and policy manager for Data Loss Prevention (DLP), eliminating the need to maintain separate sets of policies and dictionaries for email and web.		
Remote User Connectivity	Authentication Service provides transparent, clientless authentication of office and roaming users who connect to Proxy cloud infrastructure from multiple systems.		
Integrated Security	Cross-leveraging threat intelligence with full inline real-time content inspection of email and web traffic for better detection of advanced threats and data loss, as well as dynamic classification of web pages to proactively stop suspicious and malicious code.		

**4.2 The table below describes the compulsory features required for Email security.**

FEATURE	DESCRIPTION
Global Cloud Platform	Ensure consistent mail security and policy across all locations, networks, and devices.
Real-Time Reporting	Report on any compliance transaction, from any location, in seconds. Two year summary and six month transaction log.
Full Payload Inspection	Inline scanning to log or block transactions with confidential data. Inspect Office, Adobe, zipped files and more.
Integrated DLP	Single policy scans across web and email traffic. Single console for administration and reporting. Seamless integration with web, email and mobile security policy.
Inline Antivirus and Antispyware	Email security is constantly up to date with the latest signatures, behavioral detection and dynamic counter measures to protect email users against viruses, spyware, worms and other advanced threats.
Antispam	Email Security - delivers the highest level of spam detection and prevention, leveraging the most advanced real-time IP Reputation engine and zero-day outbreak protection.
High Availability	Delivery Assurance - receives and holds emails if the organization's exchange server is unavailable.
Real-Time DLP	Scans all data leaving the organization including email message body and attachments. Through granular rules based on user, group or domain detects and blocks the loss of sensitive data, including Credit Cards, SSNs, financial statements, medical documents, source code and other intellectual property.
Boundary Encryption	Email Security - provides secure delivery of email messages when connecting to a remote Mail Transfer Agent (MTA). IT administrators can easily enforce delivery of emails over an encrypted channel—based on the combination of sender, receiver and content of emails.
Easy Addition of Email Security	Web Security Gateway integrates with all Email Security solutions. They share a single administrative interface, and management services including user directory synchronization, delegated administration, reporting and account management.
Single Policy	Truly one policy manager for email and web security.

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## SECTION 7

### PRICING SCHEDULE- (FIXED PRICES)

<b>Name of Bidder:</b> .....	<b>Bid Number:</b> NPA 21-17/18
<b>Closing Time:</b> ...11h00.....	<b>Closing Date:</b> 27 November 2017

Bidders are required to indicate a total bid price based on the total requirements of the contract and including **all expenses** inclusive of VAT for the project.

Items	Description	Total price (VAT Inclusive)				
Devices	Two (2) hardware (appliances) with (3) three-year on-site warranty (Primary and secondary appliances)	Total price for three (3) years: R.....				
Licenses  (Indicate with a tick whether licenses are per device or per user)	Licenses of the primary and secondary hardware (appliances)/ or users for a period of <b>three (3) years</b>	Total price for three (3) years: R.....				
<table border="1"><tr><td>Device</td><td>User</td></tr><tr><td></td><td></td></tr></table>	Device	User				
Device	User					
Professional Services (Certified Engineer/s)	<b>240 Hours</b> professional services for a period of <b>three (3) years</b> .	R.....				
Once off deployment and Installation	Implementation phase	R.....				
Technical training	Once-off product specific training and certification for three (3) NPA employees on the solution provided by the bidder immediately after implementation.	R.....				
Three (3) years maintenance and support		Total price for three (3) years:  R				
Year 1	R					
Year 2	R					
Year 3	R					
TOTAL AMOUNT (To be transferred to SBD 1)		R				

#### 1. THREE (3) YEARS MAINTENANCE AND SUPPORT

- 1.1 Bidders are required to indicate three (3) years maintenance and support amount on the above pricing schedule. (**Note:** Prices accepted shall remain fixed from the date of acceptance for a contract period of three (3) years. Any possible price increases and/or escalations must be considered by the bidder, as no additional costs will be admitted later).

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## 2. IMPORTED ITEM(S)

- 2.1** Bidders are required to keep their bid price fixed for imported items (devices) and licences for a period of **90 days** from the date of closing date of the bid and thereafter Rate of Exchange (RoE) may be considered.
- 2.2** Bidders are required to indicate on the pricing schedule if RoE is applicable.

### Conditions applicable to the bidders pricing:

- The bidders must complete the pricing schedule (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later on non-imported items)
- The total amount indicated on the pricing schedule should be transferred to SBD 1 and will be utilised in calculating the points for price. **Note: If there are any discrepancies in the pricing proposal, the NPA may reject the bid based on the discrepancy.**
- All prices must be quoted in South African Rands and must be inclusive of all applicable taxes.
- Prices are to remain fixed and valid. Non-fixed prices will not be considered except for imported items (devices). **Failure to provide fixed prices on non-imported items (devices) and licences will result in disqualification.**

**NOTE: Bidders are required to complete the above pricing schedule in full not part thereof. Failure to complete the pricing schedule will result in disqualification.**

Declaration

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

Signature of bidder: .....

Date:

Bid No: NPA 21-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years.	

## SECTION 8

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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



Bid No: NPA 21-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years.	

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

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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



Bid No: NPA 21-17/18		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years.			
<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>		<b>EME</b> √	<b>QSE</b> √
Black people			
Black people who are youth			
Black people who are women			
Black people with disabilities			
Black people living in rural or underdeveloped areas or townships			
Cooperative owned by black people			
Black people who are military veterans			
<b>OR</b>			
Any EME			
Any QSE			

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....COMP

ANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

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

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indicated in paragraph 1 of this form;

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

#### WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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

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## SECTION 9

## SBD 4

### DECLARATION OF INTEREST

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

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

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

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

.....

- 2.2 Identity Number:.....

- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....  
...

- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

- 2.5 Tax Reference Number: .....

- 2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

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

.....

Position occupied in the state institution .....

Any other particulars:

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

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

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

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

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2.11.1 If so, furnish particulars:

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

### 3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

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

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## SECTION 10

SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

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**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

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

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## SECTION 11

SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

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

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



Bid No: NPA 21-17/18	National Prosecuting Authority
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1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

Bid No: NPA 21-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Bid Description: Appointment of a service provider to provide Web and Email Security Gateway hardware, license and support for a period of three (3) years.	

## SECTION 12

### Confirmation

HAS A VALID ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES / NO  
 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

### Declaration

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

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

**Date:** .....

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

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

### Domicilium

NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

**NATIONAL PROSECUTING AUTHORITY , VGM BUILDING, WEAVID PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA**

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

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

*Bidder's Initial/Signature:* .....



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Prepared By: Supply Chain Management Unit	
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### Section 13: Bidder's Experience (At least two (2) signed references letters or more)

NAME OF BIDDER: .....	BID NO.: <b>NPA 21-17/18</b>
-----------------------	------------------------------

*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 29.2 of bid conditions. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

**The bidder must provide the following information: (a) Details of the bidder's current and past projects of similar required services set out for this bid**

Clients' Name	contact person and contact details	Brief description of the service rendered	Project period (Start and End Dates)	Project cost