

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

STRATEGY, OPERATIONS & COMPLIANCE

Financial Management

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 Weavind Park, Silverton, Pretoria | P/Bag X752, Pretoria,
 0001, South Africa



INVITATION TO BID

BID DETAILS

BID NUMBER	:	NPA 12-22/23
ISSUE DATE	:	28 August 2022
CLOSING DATE	:	28 September 2022
CLOSING TIME	:	11h00
DESCRIPTION	:	Firewall security refresh with Monitoring Tool, SIEM and DLP solution with five-year hardware and software maintenance and support for the period of five (5) years.
CONTRACT DURATION	:	Five (5) years

DETAILS OF BIDDER

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 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)

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DOCUMENTS CHECK LIST

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

NO	DOCUMENTS	TICK
1.	Proof of registration on a Central Supplier Database registration (CSD)	
2.	Valid Broad Based Black Economic Empowerment (B-BBEE) Certificate or Original Sworn Affidavit confirming annual turnover and level of black ownership in case of an EME and QSE signed by the Commissioner of Oaths (SAPS).	
3.	Bidder's profile	
4.	Proposed methodology and schedule for project implementation plan, installation and configuration and maintenance plan as per Section 3 Paragraph 39.2	
5.	One (1) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as <i>per Section 3 Paragraph 39.3</i>	
6.	Certified copies of Identity Documents of Directors/Members/Shareholders/Trustees	
7.	Submit Curriculum Vitae's and Certificate(s) of experienced resources (Certified Engineers) on the equipment identified to be utilised for the duration of the contract.	
8.	One (1) original and Two (2) copies and optional USB of the bid document	
9.	A signed letter from the OEM certifying that the bidder is a partner or reseller.	

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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 References
- Section 7 : Pricing Schedules
- Section 8 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 9 : Bidder's disclosure (SBD 4)
- Section 10 : Confirmation Form
- Section 11 : 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 applying to participate in the bidding process as a potential supplier of the services as advertised in this Bid.
Dti	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
Original Bid	Original document signed in ink
SCM	Supply Chain Management
SBD	Standard bidding document
SLA	Service Level Agreement

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SECTION 1

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NPA 12-22/23	CLOSING DATE	28 September 2022	CLOSING TIME:	11H00
DESCRIPTION	Firewall security refresh with Monitoring Tool, SIEM and DLP solution with five-year hardware and software maintenance and support for the period of five (5) years				
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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thembi Dingiswayo		CONTACT PERSON	Samuel Masombuka	
TELEPHONE NUMBER	-		TELEPHONE NUMBER	-	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	tenders@npa.gov.za		E-MAIL ADDRESS	tenders@npa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER:

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

DATE:.....

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

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

1. Definitions

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

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events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring,

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

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and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in 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.

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9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in 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:

- (a) such spare parts as the purchaser may elect to purchase from the

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- supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments

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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 |
| 21. Delays in the supplier's performance | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. |
| | 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is 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. |

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- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which 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

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- (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.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

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- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

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- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Program (NIPP)**
- 33.1 The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 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 CONTRACT

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:
 - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To terminate any contract where service has not been carried out to its satisfaction.
 - To conduct benchmarks on product/services offered during and after the evaluation.
 - To amend any bid condition, validity period, or extend the closing date of bids. Note: In terms of bid validity period extension, the bidder must respond within the required periods and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period stipulated.
 - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. 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.
6. 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.
7. As per National Treasury Instruction note no: 9 of 2017/18 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number).
8. Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the NPA to view their tax profile and verify the bidder's tax compliance status.

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9. The NPA shall not accept any responsibility for any expenses incurred by the service provider that was not part of the contract.
10. 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
11. Bidders are required to submit valid B-BBEE Status Level Verification Certificates or original 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 consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998. Sworn Affidavit must be in original form and not a copy.
12. Any completion of bid documents in pencil, or the use of **correction fluid (Tippex), pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid**
13. Preferential consideration will be given to bidders that are legal entities. In the case of sub-contracting proof must be submitted i.e. signed agreement and supporting company documents. The NPA will enter into a single contract with a principal service provider
14. The principal bidder shall be responsible for the management of the contract. No separate contract shall be entered into between the NPA and any sub-contractors. Note: Copies of the signed agreements between the relevant parties must be attached to the proposal.
15. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
16. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract
17. A bidder may not cede or sub-contract any part of the assignment to any person unless with a written consent of the NPA and/or the court.
18. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each place where a signature is required is correctly and fully signed including witnesses where applicable.
19. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
20. The bidder must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
21. The employees of the bidder may be subject to screening for security purposes by the NPA at least once or as and when other surrounding circumstances so requires
22. Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
23. The bidder must be certified by Original Equipment Manufacturer (OEM) that they are an accredited partner or reseller. It is **mandatory** for the successful bidder to provide proof of being accredited by OEM by the end of due diligence process.

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24. Service provider must take responsibility for any other third-party software (licencing) that is required for this solution.
25. All the required application security features must be licenced for the duration of this bid.
26. The NPA shall not accept any responsibility for expenses incurred by the service provider that was not agreed upon by the contracting parties.
27. The norms and quality of the services rendered, must be in accordance with the acceptable best practice.
28. The service provider may dispose of old firewall devices at a buy over cost as approved by the NPA. (No set-off cost against the new infrastructure will be allowed). If the service provider is not disposing of the old firewall devices, the NPA will follow its internal disposal process to handle the disposal of the old firewall devices.
29. The bidder shall ensure that the hardware to be provided has an on-site warranty for the duration of the contract.
30. Service provider to provide a firewall solution with Monitoring Tool, SIEM and DLP that will assist the NPA with its network defence in depth approach.
31. Service provider to migrate the current firewall configuration to the proposed firewall solution.
32. The NPA may at any given time add, combine, and/or remove offices from the list of offices, as listed in Section 6, Paragraph 12 (List of NPA office).
33. The NPA will determine the usage of professional service hours. Unused hours will be claimed back by the NPA
34. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

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

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35. INDEMNITY

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.

36. PRECEDENCE

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.

37. TAX COMPLIANCE

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

38. GOVERNING LAW

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

39. THE BID PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING IN DETAIL:

39.1 **Bidders profile** – A short summary and description of the key features of the bidder. The legal name of the entity, the principal business and if applicable an overview of the consortium with a description of the corporate organization of the proposing entity including all the members of the consortia and/sub-contracts, if applicable the description and the role of the lead partner and participating companies of the consortium.

39.2 **Proposed methodology, project and implementation plan with timelines**- In this section, the bidder must demonstrate the understanding of the project indicating how its tasks and deliverables will be carried out, namely:

39.2.1 Provide a detailed project 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.

39.2.2 Specify any other third-party software that is required for your solution to work that has not been included in your response.

39.2.3 Specify how installation and configuration of the firewall, DLP and SIEM solution would be achieved.

39.2.4 Network security professionals with relevant network security certification by OEM.

39.2.5 Maintenance (preventative and corrective) and support plan

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39.3 **References and performance capabilities** - Bidders must provide information that demonstrates specific and/or adequate proof of related experience and performance capabilities in providing firewall service. Such claims must be supported with sufficient references to permit NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:

39.3.1 One (1) or more signed reference letter(s) of previous clients where services required by this contract are/were offered, describing the services received, and the period of the contract i.e. Start and end Date of the contract in the last five years as well as completing Section 11. (Note that the focus to these letters should address the relevant work experience of the bidder not the proposed approach to the requirement).

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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

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

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

2. FRAUD AND CORRUPTION

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

3. CLARIFICATION / QUERIES

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

Bid Enquiries : Thembi Dingiswayo
E-mail : tenders@npa.gov.za

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

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

4. SUBMITTING BIDS

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

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVIND 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 outlined 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.

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

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

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- 4.5 The NPA will not accept responsibility for any documentation, which 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 make an arrangement prior to submitting the bulky documents. The NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 4.1 above. Bidders are encouraged to call 012 845 7013/6077 or to email to tenders@npa.gov.za to make arrangements.

5. MARKING ON BID ENVELOPE / PACK

- 5.1 The proposals must be submitted in **two (2) envelopes**. The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.
- 5.2 The **first (1st) envelope** holds all documents excluding the pricing proposal (schedule) and detailed supporting pricing documentation. **The second (2nd) envelope** holds the pricing schedule. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.
- 5.3 The NPA only opens the proposal – **the first envelope** – at the evaluation stage and only opens the pricing – **the second envelope** – for those bidders who met the predefined functionality threshold at the proposal evaluation.
- 5.4 Bids should be submitted in a sealed envelope, or sealed pack if too big for envelopes marked as follows:
- Attention : SCM Unit
 - Bid number : NPA 12-22/23 (1st Envelope - **Functionality Proposal**)
 - : NPA 12-22/23 (2nd Envelope – **Pricing Proposal**)
 - Closing date and time : 28 September 2022 @ 11h00
 - The name and address of the bidder:

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

5.6 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 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.
- 6.3 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, 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,
- 9.3 such actions shall be communicated to the National Treasury.
- 9.4 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 9.5 Bidders that fail to submit a bid proposal in terms of section 3
- 9.6 Bidders failed to submit/provide a valid and current letter of good standing from Department of Labour.
- 9.7 Bidders who receive information not available to other vendors through fraudulent means.

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.

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SECTION 5

EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2017.

In the event that, one of the acceptable bids is below R50 million, the **80/20** preference points system will be applicable. The evaluation process comprises the following phases:

PHASE 1: SCREENING PROCESS

During this phase, bids will be reviewed to determine whether a bidder complied with all Standard Bidding documents, and whether a duly authorized representative signed such documents.

PHASE 2: MANDATORY REQUIREMENTS

Only bidders that have met the screening process will qualify for the mandatory requirements evaluation process. In this phase, the evaluation will be based on bidder’s response in terms of compliance to the mandatory requirements.

1. Special instructions to Bidders

- 1.1 Bidders shall provide full and accurate responses in this document, explicitly state comply and provide reference regarding compliance. Bidders must substantiate their response, including full details on how their proposal/solution will address specific functional requirements and be adequately referenced.
- 1.2 If bidders do not comply fully with each of the mandatory requirements, the bid will be disqualified. No indication in the mandatory fields will be regarded as non-compliance.

2. Mandatory compliance requirements

- 2.1 Bidders must meet the following mandatory requirements. Bidders who do not meet all the following mandatory requirements will be disqualified from further evaluation.

Failure to propose the solution for all the deliverables will result in immediate disqualification of the bid.

FUNCTIONAL/ TECHNICAL EVALAUTION CRITERIA		
FUNCTIONAL REQUIREMENTS	COMPLY	COMMENT/ REFERENCE
<p>1. FIREWALL SPECIFICATION</p> <p>The Service Provider should provide:</p> <ul style="list-style-type: none"> 1.1. A firewall solution that will assist the NPA with its network defence in depth approach. 1.2. Migration of the current firewall configuration to the proposed firewall solution. 1.3. A detailed project implementation plan of how the proposed solution will be deployed to the NPA, 1.4. The service provider should submit a detail configuration plan on sign-off of installation based on scope technical specifications. 		

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Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

<p>2. SLA Requirements</p> <p>2.1. Critical component of the proposed solution is a comprehensive SLA for a five (5) year period that will include change and configuration management, as well as incident and event management.</p> <p>2.2. 24x7 Service Desk for single point of contact and escalations</p> <p>2.3. Level 1 and Level 2 support from bidder. The support should be on-site. Includes support for day-to-day operational issues as and when these arise.</p> <p>2.4. Level 3 and Level 4 support from OEM or the accredited service provider.</p> <p>2.5. Provide login to NPA for web access to OEM portal.</p> <p>2.6. Monitored email support</p> <p>2.7. Remote assistance using Remote Desktop and a Virtual Private Network (VPN) where available.</p> <p>2.8. Planned or Emergency Onsite assistance (extra costs apply)</p> <p>2.9. Monthly system health check</p> <p>2.10. License management</p> <p>2.11. Hardware appliance guarantee</p>		
<p>3. Training – Accredited OEM Training</p> <p>3.1. To provide complete technical training to three (3) NPA officials by the OEM or accredited service provider on behalf of the OEM on system design, configuration, operation, maintenance, management and administration of the system along with DNS setup, firewall appliances, appliance monitoring software, Security Information and Event Management (SIEM), Data Loss Protection (DLP), etc.</p>		

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TECHNICAL REQUIREMENTS	COMPLY	COMMENT/ REFERENCE
<p>General Requirements</p> <ol style="list-style-type: none"> 1. The firewall should support “Stateful” policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc. 2. It should support the Firewall, IPSEC VPN & Bandwidth Management as integrated security functions. 3. The hardware platform & firewall with integrated IPSEC VPN application has to be from the same OEM. 4. The solution must include High Availability (HA). Appliance should support for Active –Active connections for HA requirements. 5. Licensing should be per device and not user/IP based (should support unlimited users). 6. Firewall should be supplied with the support for dynamic routing protocols, like RIP v2, OSPF, & BGP. 7. Firewall should support the multicast protocols as a multicast host, by participating in DVMRP, IGMP and PIMDM / PIM-SM. 8. Proposed Firewall OEM should be in the Leaders & Challengers Quadrant of Gartner Magic Quadrant for Enterprise Firewall. 9. Proposed Firewall must have an integrated IPS. 		
<p>Performance Requirements</p> <ol style="list-style-type: none"> 1. Firewall Throughput (Large Packets) should be minimum of 10 Gbps. 2. Integrated IPS should be minimum of 3.5 Gbps. 3. The Firewall must support a minimum of 1 million concurrent connections. 4. The Firewall must support more than 50,000 new sessions per second processing. 5. Appliance should have a capability to support for more than 100 VLANs. 6. The appliance should have an internal storage capacity of minimum 128GB. 		

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Network Protocols/Standards Support Requirements		
<ol style="list-style-type: none"> 1. Network should support at least 200 protocols. 2. Firewall Modules should support the deployment in Routed as well as Transparent Mode. 3. The Firewall must provide state engine support for all common protocols of the TCP/IP stack. 4. The Firewall must provide NAT functionality, including dynamic and static NAT translations. 5. All internet-based applications should be supported for filtering like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, and Ms-Exchange etc. 6. Local access to the firewall modules should support authentication protocols – RADIUS & TACACS+. 7. IPsec VPN should support the Authentication Header Protocols – MD5 & SHA. 8. IPsec encryption should be supported with 3DES, AES-128 & AES- 256 standards. 9. IPsec should have the functionality of PFS and NAT-T. 10. Firewall should support authentication proxy for Remote VPN, HTTP/HTTPS Applications Access, and various other applications 11. Firewall should support the authentication protocols RADIUS, LDAP, TACACS, and PKI methods. 12. Firewall should support PKI Authentication with PCKS#7 & PCKS#10 standards. 13. It should support BGP, OSPF, RIPv1 &2, Multicast Tunnels, DVMRP protocols. 14. Dynamic policy enforcement on VPN Clients 		

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Firewall Filtering Requirements		
<ol style="list-style-type: none"> 1. It should support the filtering of TCP/IP based applications with standard TCP/UDP ports or deployed with customs ports. 2. The Firewall must provide state engine support for all common protocols of the TCP/IP stack. 3. The Firewall must provide filtering capability that includes parameters like source addresses, destination addresses, source and destination port numbers, protocol type. 4. The Firewall should be able to filter traffic even if the packets are fragmented. 5. All internet- based applications should be supported for filtering like Telnet, FTP, SMTP, http, DNS, ICMP, DHCP, ARP, RPC, SNMP, Lotus Notes, and Ms-Exchange etc. 6. It should support the VOIP Applications Security by supporting to filter SIP, H.323, MGCP and Skinny flows. 7. It should be able to block Instant Messaging like Yahoo, MSN, and ICQ, Skype (SSL and HTTP tunnelled). 8. It should enable blocking of Peer-Peer applications, like Kazaa, Gnutella, Bit Torrent, IRC (over HTTP) 9. The Firewall should support authentication protocols like LDAP 10. RADIUS and have support for firewall passwords, smart cards, & token-based products like Secured ID, LDAP-stored passwords, RADIUS or TACACS+ authentication servers, and X.509 digital certificates. 11. The Firewall should support database related filtering and should have support for Oracle, MS-SQL, and Oracle SQL-Net. 12. The Firewall should provide advanced NAT capabilities, supporting all applications and services-including H.323 and SIP based applications. 13. Should support CLI & GUI based access to the firewall modules. 14. Local access to firewall modules should support role-based access. 15. QoS Support [Guaranteed bandwidth, Maximum bandwidth, Priority bandwidth utilization, QOS weighted priorities, QOS guarantee, QOS limits and QOS VPN]. 		

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Integrated IPS Features

1. Integrated IPS functionality should be available as a module that can be activated and de-activated as and when required.
2. IPS should have the functionality of Software Fail Open.
3. IPS Software Fail Open functionality can be defined in terms of the Gateway Threshold of Memory or CPU and should have an option to trigger the mail if required.
4. The IPS should be constantly updated with new defences against emerging threats.
5. IPS updates should have an option of Automatic downloads and scheduling of updates for specific days and time.
6. Include flexibility to define newly downloaded protections to be set in Detect or Prevent mode.
7. Activation of new protections based on parameters similar to Performance impact, Confidence index, Threat severity etc.
8. IPS Engine should support Vulnerability and Exploit signatures, Protocol validation, Anomaly detection, Behaviour-based detection, multi-element correlation.
9. IPS profile should be defined to Deactivate protections with Severity, Confidence level, Performance impact, Protocol Anomalies.
10. IPS Profile should have an option to select or re-select specific signatures that can be deactivated.
11. Intrusion Prevention should have an option to add exceptions for network and services
12. IPS should have the functionality to Block the traffic country wise.
13. IPS Policy to Block the traffic by country, should have an option to configure incoming direction, outgoing direction or both.
14. IPS events/protection exclusion rules can be created to view packet data directly from log entries with RAW Packets and if required can be sent to Wireshark for analysis.
15. Application Intelligence should have controls for Instant Messenger, Peer-to-Peer, Malware Traffic etc.
16. Instant Messenger should have options to Block File Transfer, Block Audio, Block Video, Application Sharing and Remote

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<p>Assistance.</p> <p>17. IPS should have an option to create own signatures with an open signature language.</p> <p>18. IPS should provide detailed information on each protection, including Vulnerability and threat descriptions, Threat severity, Performance impact, Release date, Industry Reference, Confidence level etc.</p>		
<p>Administration, Management and Logging</p> <p>1. Firewall Real-Time Monitoring, Management & Log Collection (with storage) should not be distributed to more than ONE server/appliance.</p> <p>2. Any changes or commands issued by an authenticated user should be logged to a database.</p> <p>3. The firewall Management system should also provide real time health status of all the firewall modules on the dashboard for CPU & memory utilization, state table, minimum of 6 million concurrent connections and a minimum of 250 000 connections/second counter.</p> <p>4. The firewall must send mail or SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.</p> <p>5. The Firewall must provide simplified provisioning for addition of new firewalls whereby a standard firewall policy could be pushed into the new firewall.</p> <p>6. The Firewall administration station must provide a means for exporting the firewall rules set and configuration.</p> <p>7. Support for role-based administration of firewall.</p> <p>8. The firewall administration software must provide a means of viewing, filtering and managing the log data.</p> <p>9. The Firewall logs must contain information about the firewall policy rule that triggers a log.</p> <p>10. The Firewall must provide minimum basic statistics about the health of the firewall and the amount of traffic traversing the firewall.</p> <p>11. The Firewall should have workflow functionality and an Audit for the Rule Change Management Process.</p> <p>12. Management should have access to Visual Tracking of Changes in Policy, Detailed Summary Report of Changes carried out, Audit trails, Graphical comparison of Rule Base Changes and Session Management and Change approval process.</p>		

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DATA LOSS PROTECTION (DLP) SPECIFICATION

FUNCTIONAL REQUIREMENTS		COMPLY	COMMENT/ REFERENCE
SOLUTION COMPONENTS			
DLP Manager	Management console must provide the capability to manage all DLP products from a centralized console. The manager must have capability to display incidents and events on DLP solution dashboard.		
	Prevention Component of the DLP solution must have capability to monitor all traffic and apply actions to prevent data loss.		
DLP Monitor	Capability to capture and classify data on the network.		
	Endpoint DLP component of the solution discovers events occurring at endpoints and reports any policy violations.		
DATA LOSS PREVENTION SOLUTION BUSINESS REQUIREMENTS			
The DLP Solution must have the ability to identify and protect:	<ul style="list-style-type: none"> • data-in-motion (traveling across the network) • data-in-use (being used at the endpoint) • and data-at-rest (sitting idle in storage). 		
Discovery, fingerprinting and indexing of Organization Data, classified as per Organization classification Standard, including but not limited to Organization Customer's PII & Company Confidential Data, placed anywhere in the network			
Provide forensic audit log with search capability			
Must be able to match keywords, expressions, content patterns, document types (Word, Excel, ppt, notepad, etc.)			
Detect system/device type, file owner, port, path, age of file, Email, and web attachments. based on specified sender/recipient. Applications, including Web applications.			
Capture logs of Data Exchange activity on Organization Information Asset done through any medium like email, internet upload, USB transfer etc. At the same time intelligently co-relate and analyse these logs with previous user-based attempts/incidents and trigger alerts.			
The DLP solution provide capability to block the transfer of data to external devices such as removable storage devices, Bluetooth, Wi-Fi, and other plug and play devices.			

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<p>The solution must monitor, block and alert unauthorized activities including but not limited to Screen-capture, Copy/Paste, Print/Fax operations involving sensitive data as these may be intentional or unintentional attempts to transmit sensitive data over communication channels.</p>		
<p>The solution must have capability to allow data transfer to authorised external devices. The solution should be capable to apply all policy to violations that relates to TCP Protocols including HTTP, HTTPS, SMTP, FTP etc.</p>		
<ul style="list-style-type: none"> • The Protocol Detection done by the solution must be port agnostic and configurable • The solution must Detect keywords/patterns based on proximity to each other • The solution must detect on full Boolean / Regular expressions for keywords and key phrases • The solution must detect and validate a wide range of sensitive data types (e.g., ID numbers etc.) • The solution should be able to classify files as Encrypted based on file analysis • The solution should fingerprint or register content in an automated way without manual intervention • The solution must allow administrative users to define a single set of policies once and deploy across all products. 		
<ul style="list-style-type: none"> • The solution must be capable of defining DLP Policy based on content, sender/recipient, file characteristics, and communications protocol • Solution must have out of the box solution packs and Policy templates for POPI, PII etc • Events generated by the solution must be able to retain source IP address, destination IP address, protocol, port, sender/recipient e-mail address, recipient e-mail address, SMTP headers • The Solution should be able to display and highlight a summary of content that violated the policy for any incident • The Solution should allow case content to be exported with full content and attachments for review by an external reviewer • The Solution must be able to identify and store all event data with appropriate metadata (date/time, user, protocol) • The Solution should be able to Store and index event data for faster search even after the incident has happened • The Solution must be capable to search any data/email sent out based on: IP Address, URL, Ports & Protocols, document types, keywords, hashes, and time stamp. 		

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<ul style="list-style-type: none"> • The Solution should Index all unfiltered files during discovery process • The Solution should be able to conduct searches for content indexed during a data-at-rest crawl based on keywords, document type, keywords, file metadata and timestamp • Reports built around stakeholder requirements should be easily created in the solution • The solution must support scanning and data discovery on database such as Oracle, Microsoft SQL Server, and IBM DB2 etc. • The Solution must be able to inventory the data store when discovering data • The solution must provide option to Preserve Last Access Time after scanning to maintain archive sanctity • The solution should allow to schedule and automate reoccurring scans • The solution should Throttle scans to limit network bandwidth usage • The Solution should be capable of incremental scans by identifying already crawled files 			
	Support centralized deployment, administration, management, and reporting for DLP.		
	Manage all DLP security products (e.g., software, appliances) from one administration console and allow integration with encryption technologies for files and folders.		
	Provide intuitive and easy installation, setup, deployment, population of policies, and ongoing support.		
	DLP solution modules must include data at rest, motion, and storage.		
	Clearly identify information sensitivity by reading classification tags deployed in the environment Rule and Policy Development or Management.		
	Solution should provide capability to apply protection policy rules on end point devices even if the user is not connected to the network.		
	Present intuitive user interface for customizing rules and policies.		

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Deployment and Management	Solution must not be based on only file extension to determine content type, instead offered solution must use signatures, statistical analysis, lexicons, and other techniques to detect the content type based on its structure and data.		
	Solution must be able to detect sensitive data leakage going through cloud-based solutions (OneDrive etc.)		
	Solution must be able to enforce policies to detect data leaks even in image files through Optical Character Recognition technology. It must support file common formats such as but not limited to jpeg, png, scanned pdf.		
	<ul style="list-style-type: none"> • Solution must enforce policies to detect low and slow data leaks over a period (hours). 		
	<ul style="list-style-type: none"> • Allow powerful rule construction, using keywords and/or regular expressions in standard Boolean logic. • Allow reuse of existing rules to construct new rules and templates. • Allows real-time tuning of rules and policies, reporting, Auditing and Compliance. • Ability to tailor dashboard presentation to client needs. • Support of development of ad-hoc (i.e., custom) reports. • Availability of all reports from within a single management console. 		
	Dashboard should provide immediate visibility into data at rest, data in use and data in motion violations broken down by severity, types of events, etc.		
	The solution must be implemented on premise and provide data protection for both Cloud and On-Premises environments such as Development, Quality Assurance, Production, including all devices.		
	The solution must be able to integrate with SIEM.		
	Operational reporting and administration web interfaces for administration, configuration, reporting and workflow.		

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SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) SPECIFICATION

FUNCTIONAL/ TECHNICAL EVALAUTION CRITERIA		
FUNCTIONAL REQUIREMENTS	COMPLY	COMMENT/ REFERENCE
<p>Security Analytics</p> <ol style="list-style-type: none"> 1. Provide continuously updated devices context, i.e., configuration, detection of installed software and patches and running services. 2. Should be able to Collect, Parse, Normalize, Index, and Store security logs at very high speeds 3. Detection of unauthorized network devices, applications, and configuration changes 4. Performance analytics on system and application along with contextual inter-relationship data for rapid triaging of security issues 5. Real-time user context, with audit trails of IP addresses, user identity changes 6. Capability to detect unauthorized network devices, applications, and configuration changes 7. Search historical events — e.g., Grouping by relevant aggregations, time-of-day filters, regular expression matches 		
<p>Reporting and Incident Management</p> <ol style="list-style-type: none"> 1. Capability to structure Incident reports to provide the highest priority to critical business services and applications 2. Should provide an interactive dashboard that visualizes collected data in the form of charts and graphs 3. Should allow to generate different types of reports. Reports are available in XML, HTML, and PDF. 4. To provide reports on security-related events and incidents. e.g., failed logins, malware activity, possible malicious activity, login attempts, etc. 5. Should Send alerts if an activity is detected as a potential security issue. For example, lateral movement. 6. Provide Sharable reports and analytics across organizations and users 7. Schedule reports and deliver results via email to key stakeholders 8. Capability to linking incidents to hosts, IPs and user to understand all related incidents quickly 		

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<p>Configuration Change Monitoring</p> <ol style="list-style-type: none"> 1. Capability to collect network configuration files, stored in a versioned repository. 2. Capability to collect installed software versions 3. Automated detection of changes in network configuration and installed software 4. Automated detection of file/ folder changes 5. Provide Automated detection of changes from an approved configuration file. 6. Flexible user authentication local, external via Microsoft AD and Microsoft radius. 7. The solution must be compatible with Microsoft Server 2016 or latest, Exchange server 2016 or latest 		
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PHASE 3: FUNCTIONALITY EVALUATION

Only bidders that qualified on the mandatory requirements evaluation will be evaluated for functionality. At this phase, the evaluation process will be based on the bidder’s response 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
1. Proposed Methodology	
<p>Bidders must provide a detailed project implementation plan, demonstrating an understanding of the project, indicating how its tasks and deliverables shall be carried out, including timelines. The following should be indicated and highlighted on the proposal i.e.</p> <ul style="list-style-type: none"> ✦ 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 how installation and configuration will be achieved ✦ Maintenance (preventative and corrective) and support plan 	<p>20</p> <p>10</p> <p>10</p>
2. Experience and performance capabilities	
<p>Bidders must demonstrate related experience and performance capabilities in providing firewall services, by providing documentary proof in the form of one or more reference letter(s) (on letter head of referee and signed by the relevant authority), confirming the period of the contract(s) where firewall services were conducted, indicating the start and end date of each contract.</p> <ul style="list-style-type: none"> ✦ Up to One (1) year = 1 point ✦ Above one (1) year to two (2) years = 2 points ✦ Above two (2) to three (3) years = 3 points ✦ Above three (3) to four (4) years = 4 points ✦ Above four (4) years = 5 points <p>Non-submission of reference letter(s) will score Zero (0) Points.</p> <p>Note: The focus of these letters should address the relevant work experience of the bidder. This criterion will be evaluated in conjunction with section 11 (bidders experience)</p>	<p>30</p>
3. Qualifications and skills of key personnel	
<p>Bidders must provide CV’s and Certificate(s) of experienced resources (OEM Certified Engineer(s)) that will be responsible for installation and configuration.</p> <ul style="list-style-type: none"> ✦ From one (1) year to two (2) years = 2 points ✦ Above two (2) to three (3) years = 3 points ✦ Above three (3) to four (4) years = 4 points ✦ Above four (4) years = 5 points <p>Failure to submit certificate(s) and CV’s will score 0 points</p>	<p>30</p>
Functional Total	100
Threshold	60%

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The percentage for functionality will be calculated as follows:

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

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)

- i. 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.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. 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.
- iv. 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 added to the points scored for price

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SECTION 6

TERMS OF REFERENCE: FIREWALL SECURITY REFRESH WITH SIEM AND DLP SOLUTION WITH FIVE (5) YEAR HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT.

1. PURPOSE

- 1.1. The NPA utilizes FortiGate firewalls as a solution. The devices were deployed to 32 NPA sites with ±3700 active users. The firewall security, SIEM and DLP are very critical to the business of the NPA, it ensures that NPA protects its network from unauthorized access and malicious attacks therefore facilitates the achievement of business continuity objectives of the organization. The NPA utilizes wireless access within its domain contributing to an integrated platform of ICT security.
- 1.2. It is anticipated that once the firewall security, SIEM and DLP infrastructure is implemented and a new maintenance and support contract is entered into, the organisation will be able to provide effective and stable ICT security and provide critical network performance information that will enable effective infrastructure decision making
- 1.3. Two additional security solutions, critically required to enhance the security posture in the organization, were identified. The previous solution didn't cater for SIEM and DLP. It was a standalone firewall solution.
- 1.4. The NPA offices are dispersed nationally with the Head Office at the VGM Building in Pretoria, being the nerve centre. The current firewall solution is deployed in all thirty-two (32) regional offices. These regional offices have localized datacentres that connect to the Head Office and SITA datacentre.
- 1.5. The NPA operating platform is primarily Microsoft (MS) Windows Server based 2012 R2/2016, MS Active Directory (AD) 2016, MS SQL 2014 and SharePoint 2014, MS CRM Dynamics 2013, and MS Exchange 2016. User desktop and laptop machines are installed with Windows 10 operating systems, MS Office 2019. All NPA offices have distributed architecture with decentralized datacentres.
- 1.6. Network Connectivity
 - 1.6.1. The NPA uses Enterasys switch infrastructure for Local Area Network (LAN) connectivity.
 - 1.6.2. The Wide Area Network (WAN) architecture resides on SITA's MPLS. Metro-E link make up the backbone of the SITA NGN.
 - 1.6.3. Regional offices have Video Conference and Unified Communication solutions that are configured on the firewall.

2. PURPOSE OF THE BID

- 2.1. The purpose of this bid is to appoint a service provider to provide a firewall security refresh including a SIEM and DLP solution, inclusive of a five (5) year hardware and software maintenance and support service, to the NPA.

3. SCOPE OF WORK

- 3.1. Perform advanced planning for the deployment of the proposed solutions.
- 3.2. To provide a security gateway – installation and configuration of firewall appliances
- 3.3. To provide a security gateway - installation and configuration of SIEM and DLP solutions.
- 3.4. Manage internal and external access to resources for remote access or across the NPA network.
- 3.5. Manage and test VPN tunnels to allow greater monitoring and scalability.
- 3.6. Configure and maintain a secure and core acceleration solutions on the NPA network traffic, to ensure noted performance enhancement.
- 3.7. Licenses for Appliance Monitoring Software, Firewall, SIEM and DLP are all activated and remain active for the duration of 5 years.

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- 3.8. Implementation of user identity awareness to troubleshoot user access issues at the NPA.
- 3.9. Service provider to provide a firewall solution with Monitoring Tool, SIEM and DLP that will assist the NPA with its network defence in-depth approach.
- 3.10. The implementation of the SIEM and DLP solution should include necessary infrastructure for the smooth operation of this solution.
- 3.11. The service provider should submit a detailed configuration plan document on sign-off of the installation based on the scope technical specification.
- 3.12. Handover after deployment with documentation of installation and configuration

4. Devices and/or software

- 4.1 31 Mid-Range Firewall appliances
- 4.2 4 High End Availability Core Firewall appliances
- 4.3 Appliance Monitoring Software
- 4.4 Security Information and Events Management (SIEM)
- 4.5 Data Loss Protection (DLP)

5. Maintenance and Support

- 5.1 On-site warranty: OEM warrantees.
 - 5.1.1 On-site warranty: Standard factory OEM warranty
- 5.2 Five (5) years On-Site Services: Configuration, software and firmware upgrades and diagnoses.
 - 5.2.1 Installation and configuration – Firewall, SIEM and DLP
 - 5.2.2 Software and firmware upgrades
 - 5.2.3 Network troubleshooting and health check
 - 5.2.4 Break-fix and corrective maintenance
 - 5.2.5 Preventative maintenance: Periodic proactive maintenance
- 5.3 Provide OEM Service Credits – These credits may be redeemed by the NPA for technical tasks related to the infrastructure.
- 5.4 Sign-off based on agreed acceptance criteria
- 5.5 Provide 24/7 hours available on call support.

6. 240 Professional service hours (Certified Engineer/s) – services expected but not limited to:

- 6.1 Assisting with pro-active maintenance and architectural designs
- 6.2 Assisting NPA to manage, support and grow business
- 6.3 Provision of third and fourth level support from the OEM, in terms of the following:
 - 6.3.1 Mid-Range Firewall appliances
 - 6.3.2 High-end availability core Firewall appliances
 - 6.3.3 Security Information and Event Management (SIEM)
 - 6.3.4 Data Loss Protection (DLP)
 - 6.3.5 Monitoring tool

7. Redundancy or Failover

- 7.1 Failover is required in the proposed architecture for the High-end availability core firewalls.

8. Disposal

- 8.1 The Service Provider may dispose of old firewall appliances at a buy over cost, as approved by the NPA. No set-off cost against the new infrastructure will be allowed.
- 8.2 If the Service Provider is not disposing of the old firewall appliances, the internal NPA disposal procedure will be followed to dispose of the old switches.

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

9. Training

9.1 Training of three (3) NPA Employees on Firewall, SIEM and DLP solutions

10. Project resources/certified engineers

10.1 Certified Firewall, SIEM and DLP Expert

10.1.1 Perform advance deployment configurations of the proposed solutions

10.1.2 Plan and deploy network security across all the NPA sites

10.2 Certified Firewall, SIEM and DLP Admin

10.2.1 Day to Day support and maintenance of the proposed solution.

11. Reporting

11.1 Provide monthly health check report

11.2 Compliance in terms of monthly vendor performance report

12. LIST OF NPA REGIONAL OFFICES

NAME OF THE REGION:	ADDRESSES
FREE STATE REGION	Physical address
DPP Bloemfontein	Waterfall Centre, C/o St Andrew & Aliwal Street, Bloemfontein
OWP Free State	Will be provided on request: confidential
EASTERN CAPE REGION	Physical address
DPP Grahamstown	Hayton Building, 94 High Street, Grahamstown, 6139
OWP Eastern Cape	Will be provided on request: confidential
DDPP Bhisho	Tourism House Building, Phalo Ave, Bhisho
DPP Mthatha	Broadcast House, C/o Sisson & Sutherland Street, Mthatha
DDPP East London	Spoornet Building, Cnr Fleet & Station Street, East London
DDPP Port Elizabeth	18 Grahamstown Road, North End, Port Elizabeth
WESTERN CAPE REGION	Physical address
DPP Cape Town	NPA Building, 115 Leeuwen & Buitengracht Street, Cape Town
SCCU Cape Town	Commissioner House, Cnr AJ West & Voortrekker Streets, Bellville, Cape Town, Ground Floor
NORTHERN CAPE REGION	Physical address
DPP Kimberly	Wilcon House, 22 Fabricia Road, Beaconsfield, Kimberley
OWP Northern Cape	Will be provided on request: confidential
LIMPOPO REGION	Physical address
DPP Polokwane	High Court Building 1st Floor, 36 Biccard Street, Polokwane
OWP LIMPOPO	Will be provided on request: confidential
DDPP Thohoyandou	Thohoyandou High Court, Mphephu Drive Thohoyandou

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MPUMALANGA REGION	Physical address
DPP Nelspruit	Mpumalanga Division of the High Court, Cnr Samora Machel and Kaapse Hoop Road, Mbombela
OWP Mpumalanga	Will be provided on request: confidential
NORTHWEST REGION	Physical address
DPP Mmabatho	Megacity Building 2nd and 3rd Floor, East Gallery, Sekame Street, Mafikeng
OWP North	Will be provided on request: confidential
KZN REGION	Physical address
DPP Pietermaritzburg	313 Pietermaritz Street, Pietermaritzburg
DDPP Durban	Southern Life Building, 88 Joe Slovo Street, Durban
OWP KZN	Will be provided on request: confidential
SSCU Durban	John Ross House, Victoria Embankment, Durban, 6th Floor
GAUTENG REGION	Physical address
DPP JHB	Innes Chambers, 51 Pritchard Street, Johannesburg
Investigating Directorate (ID)	Brooklyn Bridge, Linton House, Building no 5, 570 Fehrsen Street, Nieuw Muckleneuck (Brooklyn), Pretoria
NPA HQ:	VGM Building, 123 Westlake Avenue, Weavind Park, Pretoria
SITA Centurion	Sita Centre, 459 John Vorster Drive, Centurion
DPP Pretoria	28 Church Square, Pretoria
SCCU Pretoria	7 th Floor, 228 Visagie Street, Pretoria
OWP Gauteng	Will be provided on request: confidential

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

SECTION 7

PRICING SCHEDULE- (FIXED PRICES)

NAME OF BIDDER:	BID NO.: NPA 12-22/23
CLOSING DATE: 28 September 2022	CLOSING TIME: 11H00

1. 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	Item Description	Total price (Including VAT)
Firewall Devices	Firewall Appliances (<i>including five (5) year on-site warranty</i>) † 31 Mid-Range dedicated hardware security devices. † 4 High End availability core device	R
DLP Solution	Appliances (<i>including five (5) year on-site warranty</i>)	R
SIEM Solution	Appliances (<i>including five (5) year on-site warranty</i>)	R
Monitoring tool	Device Monitoring services	R
Professional Services	240 Hour services	R
Once off implementation services		R
Once off training for three (3) NPA resources		R
Five (5) years licenses for Monitoring Tool, Firewall, SIEM & DLP		
Year 1		R
Year 2		R
Year 3		R
Year 4		R
Year 5		R
Five (5) years maintenance and support for Monitoring Tool, Firewall, SIEM & DLP		
Year 1		R
Year 2		R
Year 3		R
Year 4		R
Year 5		R
TOTAL AMOUNT		R

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

2. FIVE (5) YEARS MAINTENANCE AND SUPPORT CONTRACT

- 2.1. Bidders are required to indicate a five (5) years maintenance and support amount on the above pricing schedule. **(Note:** Prices accepted must remain fixed and firm from the date of acceptance for a contract period of five (5) years. Any possible price increases and/or escalations must be considered because no additional costs will be admitted later).
- 2.2. Maintenance and support services will be paid on an accrual basis once the services has been rendered.

3. IMPORTED ITEM(S)

- 3.1. Bidders are required to keep their bid price fixed for imported items for a period of 90 days and thereafter, Rate of Exchange (RoE) will be considered.

4. CONDITIONS APPLICABLE TO THE BIDDER’S PRICING

- 4.1. 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).
- 4.2. Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- 4.3. Prices are to remain fixed and valid. Non-fixed prices will not be considered except for imported items. Failure to provide fixed prices will result in disqualification.

NOTE: Bidders are required to complete the above pricing schedule in full. Prices including more than one item or combined must be indicated as such.

Declaration

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

Signature of bidder:

Date:

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) 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 b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.

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

	POINTS	POINTS
PRICE	90	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

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Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

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

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

7.1 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.)

8. SUB-CONTRACTING

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

(Tick applicable box)

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

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8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

SECTION 9

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

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3 DECLARATION

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

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

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

.....
 Signature Date

.....
 Position Name of bidder

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

Bid No: NPA 12-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years

SECTION 10

Confirmation

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

Declaration

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

Signature of bidder:

Date:

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

Capacity under which this bid is signed

Domicilium

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

.....

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

.....

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

Bid No: NPA 12-22/23	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Firewall security refresh with SIEM and DLP solution with five-year hardware and software maintenance and support for a period of five (5) years	

SECTION 11

ANNEXURE B: BIDDER’S EXPERIENCE

Name of Bidder:	Bid Number. NPA 12-22/23
------------------------------	---------------------------------

*[Note to the Bidder: The bidder must complete the information set out below in full in response to the requirements stated in on Section 3, **paragraph 39.3** of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

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

Clients’ Name, contact person and contact details	Project description	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities

Bidder’s Initial/Signature: _____