

## INVITATION TO BID (SBD1)

|   |  |               |   |   |         |
|---|--|---------------|---|---|---------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS)</b>  |  |               |   |   |         |
| RFQ NUMBER:   | RFQ050/2022  | CLOSING DATE: | 20 JULY 2022  | CLOSING TIME:   | 11:00AM |
| DESCRIPTION   | PROCUREMENT OF SECURE WEB GATEWAY (PROXY)  |               |   |   |         |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |  |               |   |   |         |
| N/A as all RFQ submissions must be emailed to scm@nsfas.org.za  |  |               |   |   |         |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                                    |   |         |
| CONTACT PERSON  | SCM  |               | CONTACT PERSON  | SCM   |         |
| TELEPHONE NUMBER  | 021 763 3200   |               | TELEPHONE NUMBER  | 021 763 3200  |         |
| FACSIMILE NUMBER  | N/A  |               | FACSIMILE NUMBER  | N/A   |         |
| E-MAIL ADDRESS  | SCM@NSFAS.ORG.ZA   |               | E-MAIL ADDRESS  | SCM@NSFAS.ORG.ZA  |         |
| <b>SUPPLIER INFORMATION</b>   |  |               |   |   |         |
| NAME OF BIDDER  |  |               |   |   |         |
| POSTAL ADDRESS  |  |               |   |   |         |
| STREET ADDRESS  |  |               |   |   |         |
| TELEPHONE NUMBER  | CODE   |               | NUMBER  |   |         |
| CELLPHONE NUMBER  |  |               |   |   |         |
| FACSIMILE NUMBER  | CODE   |               | NUMBER  |   |         |
| E-MAIL ADDRESS  |  |               |   |   |         |
| VAT REGISTRATION NUMBER   |  |               |   |   |         |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:   |               | <b>OR</b>   | CENTRAL SUPPLIER DATABASE No:   | MAAA    |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT   | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |         |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>   |  |               |   |   |         |
| <b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | <b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |         |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |               |   |   |         |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |   |         |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |   |         |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |   |         |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |   |         |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   |  |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                          |   |         |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |  |               |   |   |         |

## TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE:

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## 1. Purpose

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NSFAS's possible attack surfaces have rapidly expanded and technological innovation in the financial services industry continues to drive criminal ingenuity. Despite firewalls and other security software, employees are still the most common entry points for cyber criminals.

In order to stay ahead of the multiple web threats including malicious lures, phishing, evasive malwares, bot networks etc. NSFAS is looking to implement a secure web gateway solution to utilize URL filtering, advanced threat defense, malware protection and application control technologies to defend NSFAS employees from internet-borne threats and help in enforcing internet policy compliance.

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## 2. Background

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The National Student Financial Aid Scheme (NSFAS) is a schedule 3A public services entity operating under the stewardship of the Department of Higher Education, Science and Innovation. NSFAS is located at 4 Christiaan Barnard Street, City Centre, Cape Town.

The mandate of the NSFAS is to provide financial aid to all eligible public universities and Technical and Vocational Education and Training (TVET) college students from poor and working-class families in line with the NSFAS Act (Act No. 56 of 1999).

NSFAS's capability and success rests on digital foundations and the administration and the provisioning of NSFAS services is critically dependent on the integrity of the infrastructure, systems, and data that underpin it. If NSFAS's integration goals are to be achieved, it would mean connectivity to National Key Points and state entities. NSFAS employees utilise internet systems to provide communications to the public. multiple web threats including malicious lures, phishing, evasive malwares, bot networks etc., NSFAS requires implement a secure web gateway(proxy) to protect the employees against malicious activities while on the internet.

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## 3. MANDATORY REQUIREMENTS

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The bidder must achieve the mandatory requirement as outlined below. Failure to do so will result in the bid being disqualified.

| No. | Mandatory requirement   | Page reference per bid proposal |
|-----|---|---------------------------------|
| 3.1 | The proposed solution will be implemented at NSFAS HEAD Office.   |                                 |
| 3.2 | No Open Source proposals (The bidder must give the details of suitable software/hardware/utilities/ solutions that is proposed. None of the software/hardware/utilities/ solutions proposed should be open source.) |                                 |

#### 4. FUNCTIONAL AND TECHNICAL SPECIFICATION

- 4.1. The bidder is required to supply, install and configure a secure web gateway which will accommodate at a minimum 500 NSFAS employees and contractors, with the ability to add or remove users anytime when needed.
- 4.2. The proposed solution must be implemented at NSFAS head office.
- 4.3. No Open Source proposals (The bidder must give the details of suitable software/hardware/utilities/ solutions that is proposed. None of the software/hardware/utilities/ solutions proposed should be open source.)
- 4.4. The licensing of the solution should be on a perpetual model where possible.
- 4.5. User authentication should happen using Active directory mechanism which help with single sign on and the solution should be capable to provide email-based binding to end machines for users who are not part of active directory.
- 4.6. The proposed solution should be able to operate on different deployment modes, i.e. either Transparent (bridge) mode, explicit mode, or NAT/Route mode. Both modes should also be available concurrently using Virtual Contexts.
- 4.7. The proposed solution must at a minimum provide the following requirements in general: **The bidder must complete the below table:**

| #   | Features Description  | Compliance<br>Tick Yes/No | Remarks |
|-----|---|---------------------------|---------|
| 1   | <b>General</b>  |                           |         |
| 1.1 | The secure web gateway solution can be dedicated appliance based and it must provide features like Web Proxy with Caching, Web Content based/ Web Reputation based filtering, URL filtering, Antivirus, Antimalware, Application Visibility & control, SSL inspection, Protocol filtering, Detailed Reporting and Management etc. and all the functionality should be available from day one. All required licenses, hardware, software should be provided in the proposal. |                           |         |
| 1.2 | The proposed solution should be Reliable, purpose-built security appliance with hardened operating system supporting State full policy inspection technology.   |                           |         |

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| 1.3      | The proposed should support a total of 500 concurrent users, scalable.   |  |  |
| 1.4      | The proposed solution should support NAT64, DNS64 & DHCPv6, IPV6 traffic, NTP server time synchronization  |  |  |
| 1.5      | The proposed solution should be able to operate on either Transparent (bridge) mode or NAT/Route mode. Both modes should also be available concurrently using Virtual Contexts.  |  |  |
| 1.6      | The proposed solution should be capable of configuring corporate browsing through end to SSL tunnel, from user's browser to the web URL subject to the other end accepts such browsing.  |  |  |
| <b>2</b> | <b>Web Content Filtering &amp; Application Control Features:</b>   |  |  |
| 2.1      | The solution should have an inbuilt URL filtering functionality with multiple pre-defined categories. It must support the creation of custom URL categories for allowing/blocking specific domains/destinations as required by NSFAS.                    |  |  |
| 2.2      | The solution should have strong Content filtering database with URLs segregated into different groups/categories, which should be automatically updated with latest changes on a regular basis from the appliance manufacturer's web sites.              |  |  |
| 2.3      | The solution should have the option to enforce content based, application wise, hash value based, key word and protocol-based blocking. Also, it should be able to provide safe search, URL re-categorization option                                     |  |  |
| 2.4      | The solution should have web protection mechanism to identify and block web pages having malicious java script, VB script, executable, malicious or unauthorized ActiveX applications, potentially harmful programs or software's download and shareware |  |  |

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| 2.5  | <p>The solution should have Global web content monitoring services to provide regular and updated caching algorithms and signatures on regular intervals to the on-premises WSS to enable effective caching for popular web 2.0 and video sites. The solution should support granular web 2.0 application control over web e.g. Facebook controls like block file upload, block posting text, blocking specific version of Internet Explorer, etc. This blocking should be based on signature and not URL. The application signature database should be updated periodically by the vendor (from their cloud).</p> |  |  |
| 2.6  | <p>It should be possible in the solution to create policies with administrator having the provision to allow or deny any group/category as per the appliance's/solution's URL database (including custom created groups) and to assign it to a particular user, IP address or group etc. for permanently or for a specific time period.</p>  |  |  |
| 2.7  | <p>The solution should have own Global Threat Intelligent Network to protect from Zero-day attack, blended threats, Botnet, Trojan, Malwares communication, Spywares, Pharming attack and traffic includes compressed files.</p>   |  |  |
| 2.8  | <p>The solution must have the option to allow or deny a domain or destination for a user or IP group for a permanently or for a specific time period. Solution should be able to block domains which are containing alpha numeric and special characters.</p>  |  |  |
| 2.10 | <p>The solution should provide Web Reputation Filters that examine every request made by the browser (from the initial HTML request to all subsequent data requests) – including live data, which may be fed/updated from OEM different domains to assign a web based score to determine the likelihood that it contains URL-based malware.</p>  |  |  |

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| 2.11 | The solution should have capabilities to detect and prevent accessing domains like Domain Fluxing (Fast Fulx / Dynamic Reputation/ Domain Generation Algorithms).   |  |  |
| 2.12 | The solution should support following actions for websites/Applications like allow, monitor, block, time-based access.  |  |  |
| 2.13 | The solution should be able to restrict User to access internet/specific set of URLs/URL groups, during specified hours / time (Time based revocation) or based on bandwidth quota (for example in 30 days user can access mentioned sites for 30 hours). |  |  |
| 2.14 | The solution should have capabilities to configure User, IPs, URLs and Domains to Blacklist or white list/ exceptions for detections. Also, it should have the option to bypass some of the IP addresses/URLs completely.                                 |  |  |
| 2.15 | The solution should have visibility for cloud applications and shadow IT application usage  |  |  |
| 2.16 | The solution should perform HTTPS traffic deep packet inspection (SSL/TLS based).   |  |  |
| 2.17 | The solution should have facility for End User to report Mis categorization in URL Category. OEM should provide feeds on a regular basis to categorize URLs which can be fed in the appliance manually or automatically.                                  |  |  |
| 2.18 | The solution should support the functionality to display a custom message to the end user to specify the reason the web request is blocked.   |  |  |
| 2.19 | Should be able to scan real time downloads and show the status page to end user. In case infection found, should be restrict user to download the file.   |  |  |
| 2.20 | The proposed solution should support to provide real time data identifiers to detect and prevent sensitive information getting stolen by malware through web channel. Solution should have pre-built signatures   |  |  |

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|      | to detect information leaks through malware.  |  |  |
| 2.21 | The solution should be able to scan files, folders, databases and prevent the content from being sent over outbound web channel. The solution should have ability to provide geolocation awareness for security incidents |  |  |
| 2.22 | The solution should filter out embedded objectionable or unproductive content, this includes examination of the source server, URL, page content, and active content.   |  |  |
| 2.23 | The proposed system should have integrated Web Content Filtering solution with or without external solution (on-prem and not cloud based), devices or hardware modules with proxy functionality.                          |  |  |
| 2.24 | The proposed solution should be a Fast Web Proxy and should support HTTP, FTP and HTTPS proxy.  |  |  |
| 2.25 | The solution should allow administrator to define access to internet based on IP addresses, range of IP addresses, subnet, CIDR basis and user wise (Active Directory user or similar authentication mechanisms)          |  |  |
| 2.26 | The solution proposed should support 100 Mbps or more with all functionality enabled ie, with Proxy and URL/Content filter/ICAP/SSL Constant Load.  |  |  |
| 2.27 | The proposed solution should be able to enable or disable Web Filtering per policy or based on authenticated user groups for both HTTP and HTTPS traffic.   |  |  |
| 2.28 | Should blocks web plug-ins such as ActiveX, Java Applet, and Cookies.   |  |  |
| 2.29 | Shall include Web URL block   |  |  |
| 2.30 | Shall include Web Exempt List   |  |  |

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| 2.31 | The proposed solution should be able to replace the web page when the web page matches the Web Filtering blocking criteria.  |  |  |
| 2.32 | The proposed solution shall be able to identify, retrieve and rate the actual URL of the cache content commonly available in search engines such as Yahoo and Google.  |  |  |
| 2.33 | The solution shall allow administrators to create multiple new local URL filtering categories besides dynamic categories   |  |  |
| 2.34 | Should have the intelligence to identify & control of popular IM & P2P applications like KaZaa,BiTorrent, Skype, Youtube, Facebook, LinkedIn etc.  |  |  |
| 2.35 | Solution must have proxy and caching functionalities   |  |  |
| 2.36 | Solution should be able to restrict User to access internet, during specified hours / time. (Time based revocation)  |  |  |
| 2.37 | Solution should be able to restrict User to access internet for given limited time period, for example in 30days user can access internet for 30 hours (surfing Quota).  |  |  |
| 2.38 | Solution should have capabilities to configure User, IPs, URLs and Domains to Black list or white list/ exceptions for detections  |  |  |
| 2.39 | Solution should be able to restrict Users to download certain amount of data, for example a user can be restricted to use not more than 2 GB data during a time interval (parameterization)  |  |  |
| 2.40 | The appliance should have the option to configure multiple IP addresses or a pool in the public facing interface of the proxy. Also there should be option to change the public IP address of the system for accessing a particular domain or IP addresses. The usefulness of this feature is when proxy servers IP address is getting blacklisted from other organizations. |  |  |
| 2.42 | The proposed solution should provide Website categorization and the website  |  |  |

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|----------|---|--|--|
|          | categorization needs to be updated regularly by the vendor  |  |  |
| 2.43     | The proposed solution should have provisions for granular access control like allowing access to Facebook but not Facebook messenger  |  |  |
| 2.44     | The proposed solution should have provisions to restrict bandwidth per User.  |  |  |
| 2.45     | The proposed solution should have provisions for IP blacklisting and URL blacklisting.  |  |  |
| 2.46     | The proposed solution should have provisions for allowing Category based access and port based access.  |  |  |
| 2.47     | The proposed solution should have a provision for SSL bypass based on URLs and Domains.   |  |  |
| <b>3</b> | <b>Anti-virus, Anti-bot and Anti Malware</b>  |  |  |
| 3.1      | Proposed solution Should be able to block, allow or monitor only using AV signatures and file blocking based on policy or based on authenticated user groups with configurable selection of the following services: |  |  |
| 3.2      | a) HTTP, HTTPS  |  |  |
| 3.3      | b) SMTP, SMTPS  |  |  |
| 3.4      | c) POP3, POP3S  |  |  |
| 3.5      | d) IMAP, IMAPS  |  |  |
| 3.6      | e) FTP, FTPS  |  |  |
| 3.7      | The proposed solution should have Anti-APT features and should be able to integrate with Sandbox to detect and mitigate unknown threats and advanced threats.   |  |  |
| 3.8      | Proposed Solution shall provide forensic evidence on the infections activity within the network as follow: Event timestamp, network events in sequence, packet capture of suspicious communication, malware         |  |  |

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|      | behaviors, malware type, severity, source and destination of attack  |  |  |
| 3.9  | The proposed solution should provide inline Anti-Virus and Anti-Malware inspection and prevention.   |  |  |
| 3.10 | The proposed solution should have support for at least 2 industry known Anti Malware/Anti-Virus engines (Signature and Heuristics based) that can scan HTTP, HTTPS and FTP traffic for web based threats, that can range from adware, browser hijackers, phishing and pharming attacks to more malicious threats such as rootkits, Trojans, worms, system monitors, Key loggers and as additionally defined by the organizations policy. The bidder has to mention the antimalware engines used in the solution. |  |  |
| 3.11 | The proposed solution should protect itself against any attacks from Internet  |  |  |
| 3.12 | The proposed solution must support different types of compression algorithms and scan nested compressed files and it should also have capabilities to inspect malware embedded in all types of files   |  |  |
| 3.13 | Proposed solution should be able to restrict Users to download certain files based on file types, size, extensions etc. Also the solution should be capable of blocking specific set of files downloads for specific user groups. Even if the file types are blocked globally, exception based on URLs, IPs, domains should be allowed.  |  |  |
| 3.14 | The proposed solution should be capable of nullifying the malware/virus and should be able to stop the spreading of the same to other endpoints in the network. Solution should be able to identify the origin of the event and must take remedy for the issue immediately.  |  |  |
| 3.15 | The proposed solution should be able to identify malicious traffic pattern generated by Malware infected PC in order to prevent future data leakage by the malware.  |  |  |

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| 3.16 | The proposed solution should catch malware that attempts to bypass known ports including port 80  |  |  |
| 3.18 | The proposed solution should have virus signature database which should update automatically from OEM websites, with new signatures and act as anti-virus gateway to scan all the data passing through protocols like FTP & HTTP/ HTTPS etc., the appliance from Internet to inside (Inbound) and from Inside to Internet (Outbound). |  |  |
| 3.19 | Antimalware and antivirus engine should be different from the existing antivirus used by customer.  |  |  |
| 3.21 | The proposed solution should alert the user if the content being downloaded is found to contain virus   |  |  |
| 3.22 | The proposed solution shall provide forensic evidence on the infections activity within the network as follow: Event timestamp, network events in sequence, packet capture of suspicious communication, malware behaviors, malware type, severity, source and destination of attack   |  |  |

### **Solution Architecture Documentation**

- 4.8. The bidder will be required to provide detailed solution architecture, design, traffic flow and policies implemented.
- 4.9. Soft copies of user and technical manuals are to be provided for all functionalities proposed.
- 4.10. The bidder shall be responsible to generate detailed documentation for the entire installation/configuration, troubleshooting procedures, etc.

### **Training and Knowledge Transfer**

- 4.11. At the end of the implementation the bidder must transfer detailed knowledge through a planned transfer mechanism which would typically include service and tasks that are required to be performed / rendered by the Bidder to NSFAS or its designee to ensure smooth handover and transitioning of the understanding and management of the solution.

### **Project Timelines**

- 4.12. The provider proposal must include detailed project timelines and factor in all efforts required to implement the proposed solution.
- 4.13. The service provider must establish, implement, and maintain extensive and comprehensive Project Management Plans throughout the contract period.
- 4.14. The proposal must provide the ability to download different reports:
- Enterprise reports
  - Departmental reports
  - High-level and granular stats
  - Management reports
  - Personal timeline for each user reports.

**Solution Minimum SLA**

- 4.15. The proposed solution must come with the following minimum SLA from the OEM:

|                                    |                                   |
|------------------------------------|-----------------------------------|
| Call logging Platform Availability | Monday to Sunday 24x7x365         |
| Extended Service Times             | Weekends & Public Holidays        |
| Telephone Support availability     | 7 X 24 Hours                      |
| E-mail Support availability        | 7 X 24 Hours                      |
| Call response time                 | Maximum 2 Hour                    |
| Call resolution time               | Based on the call severity levels |

- 4.16. The proposed solution contract must also be able to solve queries for,
- configuration, installation, and setup
  - firmware, software and operating system upgrades and patches
  - software issues and bugs fixes
  - general network infrastructure support and implementation assistance
- 4.17. The proposed secured web gateway solution should not have been declared end of sale as on last date of bid submission and must be under OEM support for the contract period.

**5. Contract period**

The contract will be based on the proposed solution and must be for a period of 12 months.

## 6. Pricing Schedule

The pricing schedule should be completed below for the full scope of work as detailed in the functional and technical specification. All costs must be included in the price, including travel and accommodation where applicable. Note that the RFQ threshold limit is R1 million (VAT included), and proposed costs must be below this threshold.

| Item  | Description                                      | Price |
|---|--|-------|
| 1.  | Secure Web Gateway Proxy                         |       |
| 2.  | Project Management and Implementation            |       |
| 3.  | Licensing, Maintenance and Support for 12 months |       |
| 4.  | Training Cost                                    |       |
| 5.  | Any other cost(specify)                          |       |
| Total price (excluding VAT)   |  |       |
| VAT @ 15%   |  |       |
| Total price (including VAT)- <b>Must not exceed R1 million (VAT included)</b> |  |       |

## 7. EVALUATION CRITERIA

7.1 Technical evaluation criteria element:

| Element                   | Weight      |
|---------------------------|-------------|
| Solution Proposal and SLA | 60%         |
| Project Plan              | 20%         |
| Transformation            | 20%         |
| <b>TOTAL</b>              | <b>100%</b> |

7.2 Criteria and Weighting:

*Bidders need to score a minimum of 70% for functionality. Bidders who score less than 70% minimum for functionality will not be considered further for Price and BBBEE. Bids will be evaluated in accordance with the following technical criteria:*

| Solution Proposal and SLA (60 points max)   | Scoring   | Max points | Bidder scoring |
|---|---|------------|----------------|
| <p>The bidder must submit a solution proposal that details the high-level and low-level solution design, including all components that meet all the requirements.</p>   | <p>General requirements (section 1.1 to 1.6)</p> <p>Bidder complies with all 6 requirements= 15 points</p> <p>Bidder complies with between 3 and 5 requirements= 8 points</p>   | 15         |                |
|   | <p>Web content filtering and application control features (section 2.1 to 2.47)</p> <p>Bidder complies with all 47 requirements= 20 points</p> <p>Bidder complies with between 30 and 46 requirements= 10 points</p> <p>Bidder complies with between 15 and 29 requirements= 5 points</p> |            |                |
|   | <p>Anti-virus; anti bolt and anti-malware (section 3.1 to 3.22)</p> <p>Bidder complies with all 22 requirements= 15 points</p> <p>Bidder complies with between 10 and 21 requirements= 10 points</p> <p>Bidder complies with between 5 and 9 requirements= 5 points</p>                   | 15         |                |
| <p>The bidder must submit a solution proposal that details the solution SLA that meets all the requirements as outlined in section 3.15</p>   | <p>The proposal does not meet SLA specifications</p>  | 0          |                |
|   | <p>The proposal meets some of the SLA specifications</p>  | 5          |                |
|   | <p>The proposal meets all the SLA specifications</p>  | 10         |                |
| Project Plan (20 points max)  | Scoring   | Max points | Bidder scoring |
| <p>The proposal must include a high-level proposed project plan for implementation. This must include a process flow of how the solution will operate to demonstrate the key milestones and timeframes prior to go-live with included timelines for configuration, testing, training, go-live, integration,</p> | <p>No/incomplete project plan submitted</p>   | 0          |                |
|   | <p>Comprehensive project plan submitted which meets NSFAS requirements</p>  | 20         |                |

|   |                   |                   |                       |
|---|-------------------|-------------------|-----------------------|
| reporting, documentation and other elements of the project plan.  |                   |                   |                       |
| <b>Transformation (20 points max)</b>   | <b>Scoring</b>    | <b>Max points</b> | <b>Bidder scoring</b> |
| The bidder must be a level 1 BBB-EE contributor and at least 51% black owned. The evidence provided here must be a valid BBB-EE certification | Both criteria met | 20                |                       |
|   | One criterion met | 10                |                       |
| <b>TOTAL POINTS AWARDED</b>   |                   | <b>100</b>        |                       |

## 8. Price and BBB-EE

All proposals that will achieve the minimum qualifying score and quote accordingly will be evaluated further in terms of the preference point system as follows: A maximum of 80 points is allocated for price on the following basis:

**80/20**

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

Where

$P_s$  = Points scored for comparative price of proposal under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable proposal

## 9. Submission

Please complete the checklist below to verify your submission of the relevant documentation:

| Schedules         | Description  | Submitted (tick box below): |    |
|-------------------|--|-----------------------------|----|
|                   |  | Yes                         | No |
| <b>Schedule 1</b> | Entity registration documentation  |                             |    |
| <b>Schedule 2</b> | Original Valid Tax Clearance Certificate/tax pin   |                             |    |
| <b>Schedule 3</b> | BBB-EE Certificate, or,<br>BBBEE Sworn Affidavit for EME/QSE signed and stamped by Commissioner of Oaths.                      |                             |    |
| <b>Schedule 4</b> | National Treasury Central Supplier Database proof of registration<br>-please provide the latest full report.                   |                             |    |
| <b>Schedule 5</b> | Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)                      |                             |    |
| <b>Schedule 6</b> | Completed and signed Tender Documents: including the following.<br>SBD 1<br>SBD 4<br>SBD6.1<br>General Conditions of Contracts |                             |    |
| <b>Schedule 7</b> | Detailed Bid proposal in response to bid specification requirements  |                             |    |

## 10 Clarification

Any clarification required by a bidder regarding the meaning or interpretation of the Request for Quotation or any other aspect concerning the request for quotation, are to be requested in writing by email from [scm@nsfas.org.za](mailto:scm@nsfas.org.za). The request for quotation number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: [scm@nsfas.org.za](mailto:scm@nsfas.org.za).

Bidders are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS. Failure to comply, may lead to your bid being disregarded.

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## 11 Reason for Rejection

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NSFAS will reject a quotation for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:

- Has abused the Supply Chain Management system of NSFAS.
- Is listed on the National Treasury list of prohibited suppliers.
- Has committed proven fraud or any other improper conduct in relation to such system; or
- Has failed to perform on any previous contract and the proof exists.
- Such actions shall be communicated to the National Treasury and the Department of Higher Education and Training.

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## 12 Disclaimer

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NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

By providing a proposal to NSFAS, the service providers accept the following:

NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

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## 13 Fraud and corruption

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All 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. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intent to identify any possible unlawful or unethical practices.

### **Reporting of any unlawful or unethical incidents to NSFAS**

Should any bidder, potential or current supplier of NSFAS or any other third party:

- receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS

- receive any contact or correspondence from anyone soliciting any bribe of any form
- become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official

you are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.

For any unlawful or unethical incidents, please email: [forensics@nsfas.org.za](mailto:forensics@nsfas.org.za)

All SCM related queries and submissions of RFQ proposals must be submitted to [scm@nsfas.org.za](mailto:scm@nsfas.org.za)

NSFAS will not accept any RFQ submission if not submitted to [scm@nsfas.org.za](mailto:scm@nsfas.org.za)

### **Reporting of any unlawful or unethical incidents to the South African Police**

Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above so as to enable consolidation of possible related investigations.

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## **14 NSFAS rights**

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NSFAS reserves the right to appoint more than one (1) service provider. NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary. NSFAS in addition reserves the right to invite the shortlisted for a presentation as part of the bid process. NSFAS reserves the right to not select the lowest price. In addition, NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from the NSFAS due diligence assessment performed. NSFAS reserves the right to award the contract in whole or in parts.

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## **15 Closing date**

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The bid proposal must be submitted by no later than 20 JULY 2022 at 11H00 and MUST BE EMAILED TO [SCM@NSFAS.ORG.ZA](mailto:SCM@NSFAS.ORG.ZA). No hand delivered copies will be accepted. The proposals must not be submitted to any individual at NSFAS but must be emailed to [scm@nsfas.org.za](mailto:scm@nsfas.org.za). If the RFQ proposal is received via email after 11h00 on the closing date, it will not be accepted.

## SBD4- BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

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

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

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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:

.....  
 .....

**3 DECLARATION**

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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

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

**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

## SBD6.1

### 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 bid:

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

1.2

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

Points for this bid shall be awarded for:

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

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

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                       | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.4 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.

1.5 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) **“prices”** 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. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 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:

| <b>Designated Group: An EME or QSE which is at last 51% owned by:</b> | <b>EME</b> | <b>QSE</b> |
|---|------------|------------|
|   | √          | √          |
| Black people  |            |            |
| Black people who are youth  |            |            |
| Black people who are women  |            |            |
| Black people with disabilities  |            |            |
| Black people living in rural or underdeveloped areas or townships     |            |            |
| Cooperative owned by black people                                     |            |            |
| Black people who are military veterans                                |            |            |
| <b>OR</b>   |            |            |
| Any EME   |            |            |
| Any QSE   |            |            |

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

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, 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.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

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

## **2. Application**

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

### **3 General**

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

### **4. Standards**

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

### **5. Use of contract documents and information; inspection.**

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

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the 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 analysed 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 supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **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.

## **22. Penalties**

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

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

### **23. Termination for default**

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

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

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

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

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

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

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or 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; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **29. Governing language**

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

### **30. Applicable Law**

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

### **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the 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 (NIP) Programme**

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

### **34. Prohibition of Restrictive Practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a 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(s) concerned.